

Burlington CSD

AFSCME Council 61 (Support)

~~06-07~~
7/1/06- 6/30/07



AGREEMENT

BETWEEN

**BURLINGTON COMMUNITY
SCHOOL DISTRICT**

AND

**AMERICAN FEDERATION
OF STATE, COUNTY**

AND

MUNICIPAL EMPLOYEES

IOWA COUNCIL 61/LOCAL 3671

(Associates, Secretaries, Clerks, Miscellaneous)

COLLECTIVE BARGAINING AGREEMENT

JULY 1, 2006 THROUGH JUNE 30, 2007

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ARTICLE I
AGREEMENT

This Agreement is made and entered into by and between the Burlington Community School District, hereinafter referred to as the Employer, and Local 3671, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, as the exclusive representative of the Associates/Secretaries/Clerks/Miscellaneous employees of said District as identified in the Collective Bargaining Agreement.

ARTICLE III

GRIEVANCE PROCEDURE

1. Purpose

The purpose of this Article is to provide a method of prompt and equitable settlement of employee grievances. The Employer and Union agree that these proceedings shall be as informal and confidential as may be appropriate at any level of the procedure and agree to attempt to resolve all grievances informally at the lowest possible level.

2. Definition of Grievance

Grievance is a claim by an employee which alleges a violation of this Agreement has occurred. The grievance shall be presented to the designated supervisor on the form set forth and signed and dated by the Union.

Days shall mean calendar days unless otherwise indicated. If the last calendar day falls on a Saturday, Sunday, or on a holiday as defined by this contract, the next calendar day will be available to the parties.

Step I - Principal or Immediate Supervisor (Informal)

The employee with a grievance shall first discuss it with the principal or immediate supervisor within seven (7) calendar days after the alleged grievance occurred. The employee may elect to have representation from the Union present.

Step II - Principal or Immediate Supervisor (Formal)

If, as a result of the informal discussion with the principal or immediate supervisor at Step I a grievance still exists, the grievant may invoke the formal grievance procedure either individually or through the Union on the form set forth. A copy of the grievance form shall be delivered to the principal or immediate supervisor within fourteen (14) calendar days from the time of the Step I informal meeting. The principal or immediate supervisor shall indicate his/her disposition of the grievance in writing within seven (7) calendar days of the presentation of the formal grievance. If the aggrieved person is not satisfied with the disposition of the grievance, or if no disposition has been made within the seven (7) calendar day period, the grievance shall be transmitted to Step III.

ARTICLE IV

DISCIPLINE

1. During the first one hundred eighty (180) calendar days of employment from the most recent date of hire and during the first thirty (30) calendar days after an employee transfers or is transferred into a new job in a higher job classification (e.g. A to B), the Employer may discipline or discharge the employee without the discipline or discharge being subject to the grievance procedure.
2. After the employee has completed one hundred eighty (180) calendar days of employment from the most recent date of hire and after the first thirty (30) calendar days after an employee transfers or is transferred into a new job in a higher job classification (e.g. A to B), the employee may grieve a suspension or discharge only starting at Step 3 of the grievance procedure in Article III, on the basis that the suspension or discharge was without proper cause.
3. The Employer shall furnish to the Union a copy of any suspension or discharge notice.

Class D

Employees that are assigned to full-time positions on a 12-month basis and require specific training will be classified as Class D and placed on Column D of the salary schedule.

Employees that are assigned as school secretaries on a less than 12-month basis are listed as Class D for salary only. Other benefits are identical to those received under Classifications A through C.

1. Secretary
2. Registrar
3. Secretary to Activities Director
4. Secretary to Associate Principals at Burlington High School

ARTICLE VII

STAFF REDUCTIONS

1. Reduction in Force

When in the sole judgment of the District, reduction in force is necessary, the District shall attempt to accomplish the necessary reduction through attrition. Positions filled due to attrition are those left after posting for transfers in accordance with Article VIII of this Agreement. If further reduction in force is necessary, the following shall be followed in the order listed:

- A. The needs of the District, preparation and experience and the relative skill, ability, and performance of the employee are qualifications that shall be considered.
- B. If reduction is necessary, it shall occur within the four (4) pay columns (A, B, C, & D) as described in Article V Classifications of this Agreement. Within each pay column the employee(s) to be reduced shall be removed from that pay column(s) in the reverse order of seniority subject to the following provisions:

- (1) The employee may accept layoff or, if qualified, may accept a vacant position following the procedure outlined in this Article.
- (2) If there is no vacancy or if the employee is not qualified for the existing vacancy, the employee whose position has been eliminated may accept layoff or replace the employee with the least seniority holding a position for which he/she is qualified within his/her classification.
- (3) The employee whose position has been eliminated, and has not been placed with the procedure outlined in section 1 and 2 of this Article may accept layoff or may replace the least senior person holding a position for which he/she is qualified in that classification. The procedure for determining the location of such a position will be as follows:

Employees being reduced in Class D will be considered first in Class D, then C, then B, and finally A.

Employees being reduced from Class C, will be considered first in Class C, then B, then A.

Employees being reduced from Class B, will be considered first in Class B, then A.

Employees being reduced from Class A, will be considered first in Class A, then B if the employee previously held a Class B position.

ARTICLE VIII

TRANSFERS

1. Definition

The movement of an employee from one position to another position, as provided in this Article shall be considered a transfer.

2. Posting

Vacancies expected to extend more than ninety (90) working days will be posted for a period of seven (7) working days. The posting will indicate minimum testing scores required, if any.

3. Voluntary Transfers

- A. All eligible employees covered by this Agreement shall have the right to request a transfer to the posted vacancy by submitting notification, in writing, to the Director of Human Resource's office or designee within the seven (7) day period.
- B. The school district shall, in its sole discretion, determine each employee's qualifications for the vacancy. When employees have qualifications considered equal, the employee with the greatest seniority shall be given priority.
- C. In the event that no employee requested consideration for a transfer to said vacancy or no employee is deemed qualified, the District may fill the vacancy with someone not currently employed by the District.
- D. Testing required for a Class C or Class D position will be offered two times per year.
- E. No employees shall be allowed to voluntarily transfer more than two times each school year.

4. Involuntary Transfers

- A. Involuntary transfers shall be based on the needs of the District. During the school year when an employee's position has been eliminated and another position is available in the employee's classification or a lower classification, that employee (if qualified) will be assigned to the position.
- B. In the event of a program relocation, it shall be the objective of the District to transfer associates with the relocated program, providing this meets the

ARTICLE IX

HOURS OF WORK

1. Regular full-time employees are defined as those individuals who work on a regularly assigned schedule for thirty (30) or more hours per week. The consecutive days and hours may not apply to some employees with the understanding their hours must be flexible in order to meet the specific responsibilities of those particular positions.
2. Regular part-time employees are defined as those who work on a regularly assigned schedule for twenty (20) hours or more but less than thirty (30) per week.
3. Employees working six (6) hours or more per day shall be provided a thirty (30) minute duty free lunch period each day without compensation.
4. Employees working continuously three (3) or more hours before noon shall be provided with one (1) scheduled fifteen (15) minute break before noon each working day.
5. Employees working continuously three (3) or more hours after noon shall be provided with one (1) scheduled fifteen (15) minute break after noon each working day.
6. The scheduling of lunch periods and breaks shall be determined by each employee's principal/immediate supervisor or designee.
7. Overtime

All work performed in excess of forty (40) hours per week shall be overtime and shall be paid at the rate of time and one-half of the employee's regular straight time hourly rate.
8. Compensatory time may be accumulated at time and one-half when agreed to by the employee and the principal/immediate supervisor. No use of compensatory time may exceed forty (40) hours in any one (1) week.
9. If an associate is assigned to work with a student who is temporarily absent, the associate shall be assigned other duties for the period of time of the normal assignment at his or her regular rate of pay. The associate may not be required to work more hours than normally assigned on such days, but the associate may agree to work additional hours at his or her regular rate of pay.

ARTICLE X

WAGES

SECRETARIAL/CLERICAL ASSOCIATE WAGES 2007-2008

Step	<div>\$.13 Class A</div>	<div>\$.14 Class B</div>	<div>\$.15 Class C</div>	<div>\$.17 Class D</div>
4	\$8.21	\$8.65	\$9.13	\$9.66
5	\$8.34	\$8.79	\$9.28	\$9.83
6	\$8.47	\$8.93	\$9.43	\$10.00
7	\$8.60	\$9.07	\$9.58	\$10.17
8	\$8.73	\$9.21	\$9.73	\$10.34
9	\$8.86	\$9.35	\$9.88	\$10.51
10	\$8.99	\$9.49	\$10.03	\$10.68
11	\$9.12	\$9.63	\$10.18	\$10.85
12	\$9.25	\$9.77	\$10.33	\$11.02
13	\$9.38	\$9.91	\$10.48	\$11.19
14	\$9.51	\$10.05	\$10.63	\$11.36
15	\$9.64	\$10.19	\$10.78	\$11.53
16	\$9.77	\$10.33	\$10.93	\$11.70
17	\$9.90	\$10.47	\$11.08	\$11.87
18	\$10.03	\$10.61	\$11.23	\$12.04
19	\$10.16	\$10.75	\$11.38	\$12.21
LG	\$10.66	\$11.25	\$11.88	\$12.71

Beginning with changes in pay columns (Classes A, B, C, D as described in Article V) effective on or after July 1, 2004, employees changing pay columns shall retain their experience steps.

Employees who have an Associate of Arts Degree or a higher degree (e.g. B.A. or B.S.) which is in a job-related field or an Iowa paraeducator's certification, shall receive fifteen cents (\$.15) per hour additional. Official evidence of holding the degree or certification must be presented by a current employee by April 1 to go into effect for the following year (except that for the 2006-2007 year, evidence will be accepted until May 1, 2006). New employees must present official evidence of the degree or certification earned by the previous April 1 within two weeks of starting employment.

The District may grant credit for experience outside of the District to new employees, but the new employee shall not be placed higher than Step 6.

ARTICLE XII

VACATION SCHEDULE (TWELVE [12] MONTH EMPLOYEES)

When a regular full-time twelve (12) month employee is employed six (6) months or longer, earned vacation will be pro-rated through June 30th of the current year. On July 1st employees will start their second (2nd) year of employment for the purpose of determining vacation entitlement.

When a regular full-time twelve (12) month contracted employee is employed less than six (6) months, earned vacation will be pro-rated through June 30th of the current year. On July 1st employees will start their first (1st) year of employment for the purpose of determining vacation entitlement.

All regular full-time twelve (12) month employees will receive the following vacations:

- A. During the first (1st) year of employment employees are entitled to five (5) working days vacation.
- B. Beginning with the second (2nd) full year of employment and continuing through the sixth (6th) full year of employment, employees are entitled to ten (10) working days vacation.
- C. Beginning with the seventh (7th) full year of employment and continuing through the twelfth (12th) full year of employment, employees are entitled to fifteen (15) working days vacation.
- D. Beginning with the thirteenth (13th) year of employment and continuing through all future years of full employment with the school district, employees are entitled to twenty (20) working days vacation.
- E. Vacation shall be taken no later than the year following the year in which it is accrued.

ARTICLE XIV

LEAVES OF ABSENCE

1. Personal Illness or Injury

All full-time and regular part-time employees shall be entitled to allowance of full salary for reason of illness or personal injury not to exceed in the aggregate the following:

180 to 202 Day Schedule - 15 Days Per Year

203 to 220 Day Schedule - 17 Days Per Year

221 to 12 Month Schedule - 20 Days Per Year

Sick leave may accumulate commensurate with the length of the employee's schedule of total days worked.

The Employer may require a doctor's statement confirming an illness. In cases involving worker's compensation, no individual shall receive more in payment during a period of disability than their total current salary.

2. Serious Illness in the Family

Up to five (5) days of leave per year shall be granted in the event of a serious illness of a full-time or regular part-time employee's father, mother, brother, sister, child, foster parent, foster child, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandfather, grandmother, grandchild, step child, step parent, and may be granted in the case of any other member of the immediate household. The birth of a child can be considered illness in the family insofar as the father is concerned. Therefore, this leave provision can be used by the father so long as the mother is confined to the hospital as a result of pregnancy complications or for the actual birth.

The Employer may require such reasonable evidence as it may desire confirming the necessity of each absence.

3. Emergency Leave

Each regular full-time twelve (12) month employee may be granted three (3) days of emergency leave per year (non-cumulative) with pay, over and above those days included under "Personal Leave." Said leave to be upon the recommendation of the immediate supervisor, with the approval of the Superintendent of Schools or his/her designee. All other regular full-time and regular part-time employees who work less than twelve (12) months may be granted two (2) days emergency leave.

8. Leaves of Absence (Without Pay)

A leave of absence without pay may be granted in case of emergencies, for personal reasons, education or union business. Terms and conditions of each request are reviewed by the Superintendent and/or his/her designee and are based on the merits of each individual case.

9. Family and Medical Leave

Employees of the District are entitled to unpaid family and medical leaves to the same extent and subject to the same terms and conditions as set forth in The Family and Medical Leave Act of 1993 and the regulations implementing the Act.

ARTICLE XVI
WORKING CANCELLED DAYS, MAKE-UP DAYS,
LATE STARTS, EARLY DISMISSALS

1. Employees (except for twelve [12] month employees) shall not report to work on days when all schools are cancelled.
2. Employees shall report to work at their assigned buildings on all school make-up days.
3. On days when the students' school day is started late because of safety considerations, the beginning of the employees' work day may be altered by the same amount of time. On days when the students' school day ends early because of safety considerations, the employees' work day shall end when their responsibilities have ended. Employees shall have the opportunity to make up those hours that were altered because of safety considerations. The make-up hours must be approved in advance by the supervisor and the hours shall be made up within the pay period. If the make-up hours fall within ten (10) days of the pay period, the employee will be paid in the next pay period for those hours worked.
4. Employees who begin their regular work day prior to a cancellation due to weather or other emergency shall be paid for two (2) hours or for hours actually worked, whichever is greater.

ARTICLE XVIII

SEPARABILITY

Should any article, section or clause of this Agreement be declared illegal, then that article, section, or clause should be deleted from this Agreement to the extent that it violates the law, and shall be renegotiated, if legally negotiable. The remaining articles, sections, and clauses shall remain in full force and effect.

ADDENDUM #1

(PERB CERTIFICATION OF UNIT)

INCLUDED: Secretaries and clerical employees, teacher associates, student supervisors, and foreign language interpreters for students.

EXCLUDED: Executive assistant to the superintendent; secretaries and clerical employees to the superintendent, to the assistant superintendent, and to the directors and supervisors; accounting, payroll and insurance clerical employees; receptionists to the central administration office; hearing interpreters; maintenance and custodial employees; transportation employees; food service employees; professional employees; and all others excluded by the Act.